

Participant Liability Release and Acknowledgement of Risk Form for Southeast Alaska Backcountry Adventures LLC

In consideration of the services of Southeast Alaska Backcountry Adventures, corp., their agents, owners, officers, managers, volunteers, participants, employees, and all other persons or entities acting on their behalf (hereinafter collectively referred to" SEABA", I hereby agree to release and discharge SEABA, on behalf of myself, my children, my parent, my heirs,, assigns, personal representative and estate as follows:

1. I acknowledge that heliskiing and other outdoor recreational activities entails know and unanticipated risks which could result in physical, or emotional injury, paralysis, death, or damage to myself, property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Helicopter skiing is usually conducted in mountainous terrain. This terrain poses risk of avalanches to those users. Natural forces including steepness of slope, snow depth, instability of the snowpack, or changing weather conditions, may cause avalanches. SEABA or its employees may misjudge whether the terrain is safe for skiing or where or when an avalanche may occur. The mountainous terrain that heliskiing is conducted in may hide dangerous obstacles. Those obstacles may be hidden by snow and include but are not limited to crevasses, ice and snow bridges, cornices tree wells, tree stumps, creeks rocks and boulders, forest deadfall, hole and depressions below the snow surface, and varying and difficult snow conditions. These ski areas may not have been skied previously and are not regularly patrolled. Skiers may become lost or separated from their skiing guides and companions by skiing forested areas, wild and rugged terrain, or bad weather. Communication in this mountain terrain is always difficult and in the event of an accident, rescue, and medical treatment may not be immediately available.

In addition SEABA Guides have difficult jobs to perform. They seek, but are not infallible. They might be ignorant or unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings, or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the stated risks.
3. I hereby voluntarily release, forever, discharge, and agree to indemnify and hold harmless SEABA. From any and all claims, demands, or cause of action, which are in anyway connected with my participation in the activity or my use of SEABA's equipment or facilities, is including any such claims, which allege negligent acts or omissions, by SEABA.
4. Should SEABA, or any one acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and release them for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical, or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against SEABA., I agree to so solely in the state of Alaska, and I further agree that the substantive law of the State shall apply in that action without regard to the conflict of law rules of that State. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SEABA, on the basis of any claim from which I have released them herein.

Signature of Participant _____ Print Name _____

Address: _____

Phone: _____ Email: _____ Date: _____

Parents or Guardians Additional Indemnification (m Must be completed for participants under the age of 18)

In consideration of _____, (print minors name) ("Minor") being permitted by SEABA. To participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SEABA. From any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent of Guardian: _____ Print Name: _____ Date: _____